

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS					1. REQUISITION NUMBER		PAGE OF						
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY		CODE				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <div style="text-align: right;">SIZE STANDARD: <input type="checkbox"/> 8 (A)</div>							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING							
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO		CODE				16. ADMINISTERED BY							
						CODE							
17a. CONTRACTOR/ OFFEROR.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY							
						CODE							
TELEPHONE NO.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						29. AWARD OF CONTRACT: REF. _____ OFFER DATE _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>							
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				31c. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	This is a firm-fixed-price Contract.				
0001	Base Year Preventive Maintenance Services for Scroll Air Compressors and Desiccant Dryers	1.00	LS		
0002	Period of Performance: 07/01/2017 to 06/30/2018 Over and Above Normal Maintenance and Repair (includes all maintenance/repairs not associated with the scheduled preventative maintenance)	1.00	LO		
	Reference Paragraph G in the SOW. Labor categories and their hourly rate:				
0003	Period of Performance: 07/01/2017 to 06/30/2018 Emergency Repair Services	1.00	LO		
	Reference Paragraph G in the SOW. Labor categories and their hourly rate:				
1001	Period of Performance: 07/01/2017 to 06/30/2018 Option Year 1 Preventive Maintenance Services for Scroll Air Compressors and Desiccant Dryers	1.00	LS		OPT
1002	Period of Performance: 07/01/2018 to 06/30/2019 Over and Above Normal Maintenance and Repair (includes all maintenance/repairs not associated with the scheduled preventative maintenance)	1.00	LO		OPT
	Reference Paragraph G in the SOW. Labor categories and their hourly rate:				
1003	Period of Performance: 07/01/2018 to 06/30/2019 Emergency Repair Services	1.00	LO		OPT
	Reference Paragraph G in the SOW. Labor categories and their hourly rate:				
2001	Period of Performance: 07/01/2018 to 06/30/2019 Option Year 2 Preventive Maintenance Services for Scroll Air Compressors and Desiccant Dryers	1.00	LS		OPT
	Period of Performance: 07/01/2019 to 06/30/2020				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Over and Above Normal Maintenance and Repair (includes all maintenance/repairs not associated with the scheduled preventative maintenance) Reference Paragraph G in the SOW. Labor categories and their hourly rate: Period of Performance: 07/01/2019 to 06/30/2020	1.00	LO		OPT
2003	Emergency Repair Services Reference Paragraph G in the SOW. Labor categories and their hourly rate: Period of Performance: 07/01/2019 to 06/30/2020 Option Year 3	1.00	LO		OPT
3001	Preventive Maintenance Services for Scroll Air Compressors and Desiccant Dryers Period of Performance: 07/01/2020 to 06/30/2021	1.00	LS		OPT
3002	Over and Above Normal Maintenance and Repair (includes all maintenance/repairs not associated with the scheduled preventative maintenance) Reference Paragraph G in the SOW. Labor categories and their hourly rate: Period of Performance: 07/01/2020 to 06/30/2021	1.00	LO		OPT
3003	Emergency Repair Services Reference Paragraph G in the SOW. Labor categories and their hourly rate: Period of Performance: 07/01/2020 to 06/30/2021 Option Year 4	1.00	LO		OPT
4001	Preventive Maintenance Services for Scroll Air Compressors and Desiccant Dryers Period of Performance: 07/01/2021 to 06/30/2022	1.00	LS		OPT
4002	Over and Above Normal Maintenance and Repair (includes all maintenance/repairs not associated with the scheduled preventative maintenance) Reference Paragraph G in the SOW. Labor categories and their hourly rate:	1.00	LO		OPT

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	<p>Period of Performance: 07/01/2021 to 06/30/2022</p> <p>Emergency Repair Services</p> <p>Reference Paragraph G in the SOW.</p> <p>Labor categories and their hourly rate:</p> <p>Period of Performance: 07/01/2021 to 06/30/2022</p>	1.00	LO		OPT

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SECTION

. 1 SOW

Statement of Work

Preventive Maintenance Services for Air Compressors and Dryers

A. BACKGROUND INFORMATION

There are total of eleven (11) screw-type air compressors and two (2) desiccant dryers on National Institute of Standards and Technology (NIST) campus.

There are five (5) units of Ingersoll Rand Scroll Air Compressors. Of which two (2) units are located in the lower mechanical spaces of building 215 supplying control air to the Advanced Measurement Laboratory (AML) spaces.

The third unit is located in the mechanical spaces of building 205, that supplies shop air to the building. Units 4 & 5 are located outside of the building 205 that supply air for the soot reduction equipment. There is one (1) unit of associated desiccant air dryer system with these air compressors.

Building 205 also has two (2) units of Atlas-Copco air compressors that supply air for the operation of the soot reduction equipment. There is one (1) unit associated desiccant air dryer system with these air compressors.

Building 302, the Steam and Chilled Water Generating Plant (Central Plant) has four (4) units of Atlas-Copco air compressors that supply 110 Psi compressed air to the NIST campus.

Following is a comprehensive list of the compressors and their specifications:

Building	Mfg	Model#	Serial#	CFM	Pressure
205	Ingersoll Rand	SSR-XF100	CK2704U00133	495	100psi
205	Ingersoll Rand	SSR-XF100	CK2704U00137	495	100psi
205	Ingersoll Rand	SSR-UP6-25-125 ATS	CBV317866	102	125psi
215	Ingersoll Rand	SSR-EP50 SE	G9527U01263	215	125psi
215	Ingersoll Rand	SSR-EP50 SE	G9528U01263	215	125psi
302	Atlas-Copco	ZR160VSD	APF205599	913	125
302	Atlas-Copco	ZR110	APF205600	674	125
302	Atlas-Copco	ZR110	APF205573	674	125
302	Atlas-Copco	ZR160VSD	APF205769	913	125
205	Atlas-Copco	GA-75	API620591	480	107
205	Atlas-Copco	GA-75	API620590	480	107

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Bldg. 205 Desiccant Dryers

Building	Mfg	Model#	Serial#	CFM	Pressure
205	Parker-Airtek	TW100	T01197-05B	75	150psi
205	PNEUMATECH	PH100	UFT112591	100	140psi

B. PERIOD OF PERFORMANCE

The period of performance for the Contract is for a 1-year Base plus four (4) 1-year Options, totaling five (5) years.

C. PURPOSE AND OBJECTIVES OF THE PROCUREMENT

The Contractor shall provide preventive maintenance services for the eleven (11) air compressors and two (2) desiccant dryer systems.

D. CONTRACTOR REQUIREMENTS

The contractor shall supply equipment, tools, personnel, training and technical support necessary to service the air compressors, air dryers, and in-line filters as required by manufacturer's recommendations. The contractor shall ensure work, services, and operations are in compliance with local, state, and federal laws and regulations. Additionally, the contractor shall comply with security and environmental requirements applicable to the state of Maryland and NIST.

INGERSOLL RAND COMPRESSORS:

Required Maintenance Schedule and Duties:

Every 6 Months:

- Take a coolant sample for analysis.
- Check coolers for fouling and clean if necessary.
- Check all belts and hoses for wear and replace if necessary.
- Check scavenger screen for blockage and clean if needed.
- Check compressor oil level.
- Check motor bearings for proper operation and wear using vibration analysis.
- Check all running parameters and log them in a way of the contractor's choosing.

Annually:

- Change coolant filter.
- Change separator cartridges.

- Change package pre-filter.
- Check drive belt and tensioning spring.
- Change air and colacing filters.
- Check inlet valve flapper-recondition if necessary.

Every 2 Years:

- Change drive belts and tension spring (if not done the previous year).
- Replace the Ultra Coolant.

Any other work needed and or discovered during routine maintenance will be handled as a separate CLIN item as Above and Beyond Normal Maintenance/Repair.

ATLAS-COPCO AIR COMPRESSORS:

The contractor shall furnish the government with all of the parts and labor to perform the required maintenance on the six (6) Atlas-Copco air compressors.

Required Maintenance Schedule and Duties:

Quarterly:

On compressors with integrated dryer:

- Stop the compressor, close the air outlet valve and switch off the voltage. Remove any dirt from the condenser inlet with a vacuum cleaner.
- Next, clean with an air jet in the reverse direction of the normal flow. Use low pressure air. Keep the compressed air nozzle more than 30 cm away from the condenser to avoid damaging the condenser fins.
- Remove dust from inside the dryer, e.g. with a vacuum cleaner.
- Do not use water or solvents to clean the condenser.
- Check coolers. Clean if necessary.
- Remove the air filter element and inspect. If necessary, clean using an air jet. Replace damaged or heavily contaminated elements.
- Check the filter element of the electric cabinet. Replace it if necessary.
- Replace the wearing parts of the electronic water drain(s). A service kit is available.

Annually:

- Replace the air filter element.
- Replace the filter element of the electric cabinet.
- Clean coolers.
- Check pressure and temperature readings.
- Do a LED and a display test.

- Check for leakages.
- Open the manual drain valve to clean the filter of the automatic drain.
- Condensate system.
- Test the temperature shut-down function.
- If Atlas-Copco Roto-Inject Fluid is used, change oil and oil filter.

Any other work needed and or discovered during routine maintenance will be handled as a separate CLIN item as Above and Beyond Normal Maintenance/Repair.

E. REPORTING REQUIREMENTS AND DELIVERABLES

The contractor shall provide a written report to the Contracting Officer Representative (COR) within 48 hours after the inspection is completed. The report will include the following:

- 1) Verification of all items worked and/or inspected.
- 2) Any safety conditions which may require immediate attention.
- 3) All deficiencies and recommended corrective actions.
- 4) Cost estimates for any additional unscheduled maintenance.
- 5) Oil and Water Analyses Reports (if required per SOW).

F. MAINTENANCE SCHEDULE

The contractor shall provide the COR with a maintenance schedule for any inspection. This will allow the government time to coordinate facility downtime and schedule accordingly. The schedule will include date, time, building number, compressor model number, and date to be completed as specified in the table under paragraph A above. Maintenance shall be scheduled between the hours of 7:00 a.m. and 5:00 p.m. Monday thru Friday, excluding all federal holidays. The Contractor shall perform scheduled maintenance and Preventive Maintenance (PM) for the compressor system and all subsystems in order to maintain a fully functional compressor system as determined by the Contractor, and as outlined in the scheduled maintenance work plan. The scheduled maintenance work shall include periodic inspection; replacing or replenishing lubricants, and repair or replacement of parts due to normal wear and tear. Field engineering changes or upgrades to the equipment shall be installed during scheduled maintenance. Minor problems, occurring since the last scheduled maintenance or PM, shall be corrected. PM includes a Service Report that shall include information on the compressor inspection and service. Scheduled maintenance work or PM that does not affect personnel shall be performed during normal work hours.

G. OVER AND ABOVE NORMAL MAINTENANCE AND REPAIR

The contractor shall complete over and above normal maintenance/repairs as a result of discrepancies noted during the scheduled PM inspection assessment or emergency repairs needed on listed air compressors, air dryers and in-line filters. This includes all maintenance/repairs not associated with the scheduled preventative maintenance, which encompasses unscheduled maintenance and emergency maintenance and repair work.

Service Calls

The contractor shall respond to service calls to provide repair to the NIST compressor systems. The COR will be authorized to place unscheduled and emergency service calls to the contractor. The contractor shall respond to emergency service calls within 24 hours of notification to conduct an assessment. Emergency service calls shall include calls by the COR to the contractor for performance of service or maintenance work in the event of an unscheduled shutdown or imminent failure of the compressors. Service calls shall be worked continuously during regularly scheduled work hours until complete. Parts required to support service calls shall be obtained in the most expedient manner available.

Unscheduled Maintenance Work

The contractor shall perform unscheduled maintenance as needed.

Unscheduled maintenance work is maintenance or preventative maintenance that needs to be accomplished out-of-cycle with respect to scheduled maintenance work or preventative maintenance, but is not an emergency. Unscheduled maintenance and repair shall include fixing problems found during scheduled maintenance that are not a part of the scheduled maintenance being performed.

Unscheduled maintenance and emergency repairs may include, but not limited to, compressor system unit disassembly, repairing, replacing, or rebuilding parts, assemblies, subassemblies, components, and end items, plus testing.

Unscheduled maintenance and emergency repair shall include all actions required to restore the compressor and cooling system to a serviceable condition. Unscheduled maintenance shall be invoiced using the CLIN for Above and Beyond Normal Maintenance/Repair and emergency repair shall be invoiced using the CLIN for Emergency Repair Services.

Fundings for Over and Above Normal Maintenance and Repair and Emergency Repair Services will be provided in increments prior to placing specific work orders, however, each work order will be negotiated firm-fixed-price when authorized.

Exclusions

Maintenance service under this contract shall not include electrical work or utility changes external to the equipment disconnect switch.

H. PROJECT MANAGEMENT

The contractor shall be responsible for all quality control on this project. The Government's POC for the contractor will be the appointed COR.

I. INSPECTION AND ACCEPTANCE CRITERIA

The Government will have the right to inspect the contractors work at any time throughout the project.

J. BADGING AND SITE ACCESS INFORMATION

Work shall be done during normal working hours Monday - Friday 7:00 a.m. to 5:00 p.m. Site access will be thru the C gate off of Quince Orchard Road. The contractor will proceed to the NIST truck inspection station located at the loading dock area of building 302 every day before proceeding to the job site. The COR will be responsible for any badging needed by the contractor. The COR will be responsible for any off-hour site entrance by the contractor. For further information, refer to Guidelines for Contractors and A-E Firms.

K. SAFETY REQUIREMENTS

The contractor will be responsible for ensuring their personnel have all OSHA required PPE. Any personnel who does not have the proper PPE will be asked to leave the job site until such time they acquire the missing PPE. Before a notice to proceed will be issued, the contractor will submit a job specific Health and Safety Plan to the NIST Plant Safety Office for review and approval. After the Safety Office approval, the notice to proceed will be issued. The COR will provide the contractor with an outline of the required plan.

L. MEETINGS AND CONTRACT PERSONNEL NAMES

Before the project start, a kick-off meeting will be held where the COR will discuss the project, go over the time-line and any other issues or concerns about the project. The contractor shall provide the names of all key personnel involved with the project. Any

personnel changes made during the work, the COR shall be notified and provided with the replacement name.

INSTRUCTIONS FOR PROPOSAL SUBMISSION

SITE VISIT

An organized site is scheduled for: **5/19/2017** meeting in **front of building 301 at 10:00AM EST**. Only one site visit will be conducted. Please send a list of attendee with the following information:

Name, Citizenship, Company Name

By 4:00 PM EST on 5/17/2017 in order for NIST to request visitor access thru the front gate.

* Please see *NIST Campus Access* for additional information.

NIST Campus Access: NIST is a Federal facility and access is controlled at all entrances to the campus. Contractor personnel arriving in cars on the first day must check in at the visitor center to receive a temporary badge prior to proceeding to the project site to obtain a permanent badge. Once in possession of a valid NIST badge worker may enter thru the main gate and proceed to the project site.

PLEASE NOTE: Go to <https://www.nist.gov/about-nist/visit/campus-access-and-security> for additional information.

* **If any of the attendees are foreign nationals, please e-mail the Contract Specialist Gina Lee at gina.lee@nist.gov with the stated information above by 4:00 PM EST on 5/12/2017. They will need extra time for visitor processing by the NIST security office.** All foreign nationals must present a valid, original passport, or alien registration card (green card) upon arrival, and will be escorted at all times by a Government employee on the NIST campus.

* Effective July 21, 2014, under the REAL ID Act of 2005, agencies, including NIST, can only accept a state-issued driver's license or identification card for access to federal facilities issued by states that are REAL ID compliant or have an extension. **Any persons with driver licenses from non-compliant states (Minnesota, Missouri, Washington, Kentucky, Maine, Montana, Pennsylvania) must bring a passport for access to NIST.**

PROPOSAL SUBMISSION

All proposals must be submitted via e-mail to the Contract Specialist, Gina Lee at gina.lee@nist.gov and must be assembled as follows:

1. Price Proposal: Pricing must be submitted as requested in the Schedule of Supplies/Services comprised within the solicitation document. No price/cost information should be included in the technical proposal document. Offerors are required to submit completed bid schedule with detailed cost and pricing information as part of their offer.

2. Technical Proposal: Submit technical proposal in a format which clearly addresses the evaluation factors. **Each response must address each factor in the sequence listed below and clearly identify which factor is being addressed.** The offeror must identify any subcontractors proposed under this solicitation. All technical elements applicable to the utilization of subcontractors must be addressed in the technical proposal and detail provided (if applicable). The Technical Proposal must not exceed six (6) pages in length, single sided (minimum 12-point font). Page limitation does not include any drawings, charts, etc., and excludes section dividers, table of contents, list of figures/tables, glossary of terms and cross-referencing indices (all of which are not considered content pages).

Failure to submit a complete proposal will result in the proposal being deemed technically unacceptable and therefore not eligible for award.

AWARD BASIS

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Technical Evaluation

Factor 1 – Technical Approach

The Government will evaluate this factor using an ADJECTIVAL RATING.

Offeror shall describe how they plan on providing the services required by the Statement of Work as well as their proposed project team structure, qualifications of each discipline lead, and proposed approach to managing the required maintenance services to achieve cost control, maintain quality, and comply with performance schedules.

Offeror must provide NIST with at least two (2) previous or on-going contracts within the last 3 years which would demonstrate the ability to service and repair the types of compressors mentioned in the Statement of Work. Each reference provided shall identify POC info. with Name, Phone Number, E-mail Address, etc.

Factor 2 – Past Performance

The Government will evaluate this factor using an ADJECTIVAL RATING.

The Government will evaluate the Offeror's past performance information and, if appropriate, its proposed subcontractors' past performance to determine its relevance to the current requirement and the extent to which it demonstrates that the Offeror has successfully completed relevant contracts in the past three (3) years. In assessing the Offeror's past performance information, Government will evaluate, as appropriate, successful performance of contract requirements, quality and timeliness of delivery of goods and services, cost management, communications between contracting parties, proactive management and customer satisfaction. Evaluation of this

factor will be based on information contained in the technical portion of the quotation and information provided by references. The offeror shall send out the attached Past Performance Questionnaire to their listed references and have the completed questionnaires returned directly to the Government as directed on the questionnaire.

The Government will assign a neutral rating if the Offeror has no relevant past performance information.

ADJECTIVAL RATINGS

Where applicable, the Government will evaluate the Technical Proposal using the following adjectival ratings:

Adjectival	Description
Exceptional	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.
Good	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist.
Acceptable	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected.
Marginal	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and/or significant number of deficiencies exist.
Unacceptable	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success.

Relative Order of Importance of Evaluation Criteria

Relative Order of Importance	Factor
1	Factor 1: Technical Approach
2	Factor 2: Past Performance

Government will evaluate the offerors proposals to determine their capability of performing the task. Government will evaluate Factors 1 and 2 based on the adjectival ratings listed above and an emphasis will be placed on the relative importance of each factor as listed above. Factor 1 is

more important than Factor 2. Factors 1 and 2, when combined are more important than price.

The Government intends to evaluate proposals and award a contract without discussions (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. Offerors are cautioned to submit sufficient information and in the format specified in the proposal instructions. Communication conducted to resolve minor or clerical errors would not constitute discussions.

Price Evaluation

Offerors shall propose suggested maintenance technician labor categories used and their rates under the CLINs for Over and Above Normal Maintenance and Repair and Emergency Repair Services. Along with each suggested labor category, offerors shall provide brief description of the services they will provide as well as their qualifications for the job.

Sample Labor Categories:

Labor Category	Hourly Rate
General Maintenance and Repair Worker	\$XX.XX
Industrial Machinery Mechanic	\$XX.XX
Machinery Maintenance Worker	\$XX.XX
Millwright	\$XX.XX

The price evaluation will determine whether the proposed prices are realistic, complete, and reasonable in relation to the solicitation requirements. Proposed prices must be entirely compatible with the technical proposal.

Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). **This requirement is for a one (1) year base period with four (4) one (1) year option periods.**

TECHNICAL QUESTIONS

Offerors must submit all technical questions regarding this solicitation to the Contract Specialist Gina Lee in writing at gina.lee@nist.gov on or before **May 24, 2017 at 4:00PM EST**, no questions will be accepted after this date. Please address your subject line as follows: RFI for Maintenance Services for Air Compressors & Dryers. **Telephonic (verbal) questions Will Not**

be addressed. All responses to questions, which may affect offers, will be incorporated into a written amendment to the Request for Proposal and will be posted to fedbizopps.gov.

. 3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(Reference 52.203-5)

. 4 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Reference 52.203-7)

. 5 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(Reference 52.203-17)

. 6 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(Reference 52.204-9)

. 7 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2017)

(Reference 52.212-1)

. 8 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)

The offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision--

"Administrative merits determination" means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"Arbitral award or decision" means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"Civil judgment" means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"DOL Guidance" means the Department of Labor (DOL) Guidance entitled: "Guidance for Executive Order 13673, 'Fair Pay and Safe Workplaces' ". The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

"Economically disadvantaged women-owned small business (EDWOSB)concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Enforcement agency" means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct

investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

- (1) Department of Labor Wage and Hour Division (WHD) for--
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for--
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for--
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"Forced or indentured child labor" means all work or service

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Labor compliance agreement" means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

"Labor laws" means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

"Labor law decision" means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of "labor laws".

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"

- (1) Means a small business concern
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes

its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: "Administrative merits determination", "Arbitral award or decision", paragraph (2) of "Civil judgment", "DOL Guidance", "Enforcement agency", "Labor compliance agreement", "Labor laws", and "Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [] is, [] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]

The offeror represents that-

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)

(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Line item No.	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)
(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations-

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdl.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification(e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE

code: _____

Immediate owner legal

name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE

code: _____

Highest level owner legal

name: _____

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that -

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

. 9 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JAN 2017)

(Reference 52.212-4)

. 10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14)

XX (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

XX (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)

(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Nov 2016) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

XX (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

XX (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

XX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

XX (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

XX (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 7 and E.O. 13627).

XX (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph 52.212-5(b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun, 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun, 2016) (E.O. 13693).

(40) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(41) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products(Dec 2007) (42 U.S.C. 8259b).

(43) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(45) 52.223-20, Aerosols (Jun, 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun, 2016) (E.O. 13693).

(47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

XX (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (57) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C.2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

XX (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

XX (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor --Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) 41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

. 11 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

. 12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

. 13 52.244-2 SUBCONTRACTS (OCT 2010)

(Reference 52.244-2)

. 14 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)
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(Reference 52.244-6)

. 15 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

(Reference 1352.201-70)

. 16 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) John Filano is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

NIST
Building 301
Room A120
Phone Number: (301) 975-6995
Email: John.Filano@nist.gov

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

. 17 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

(Reference 1352.209-73)

. 18 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(Reference 1352.209-74)

. 19 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)

(Reference 1352.237-71)

. 20 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) The place of acceptance will be:
NIST, Gaithersburg, MD

(End of clause)

. 21 NIST LOCAL-04 BILLING INSTRUCTIONS

(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to INVOICE@NIST.GOV.

(b) Each Invoice or Voucher submitted shall include the following: (1) Contract Number. (2) Contractor Name and Address. (3) Date of Invoice. (4) Invoice Number. (5) Amount of Invoice and Cumulative Amount Invoiced to-date. (6) Contract Line Item Number (CLIN). (7) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered. (8) Prompt Payment Discount Terms, if Offered. (9) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, The Contractor shall submit an original invoice or voucher in accordance with the payment provisions of this contract to:

NIST: Accounts Payable Office
100 Bureau Drive, Mail Stop 1621
Gaithersburg, MD 20899-1621

(End of clause)

. 22 Guidelines for Contractors

**GUIDELINES FOR OFPM CONTRACTORS
AND
A/E FIRMS
PERFORMING SITE INVESTIGATIONS
AND
FIELDWORK (including construction)
AT THE
NATIONAL INSTITUTE OF STANDARDS AND
TECHNOLOGY
GAITHERSBURG, MD**

Revised date: Feb 22, 2017

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1. **Emergencies:**

In case of emergency, call x2222 from a campus phone. State your name, building location, room number, and a description of the emergency. The NIST Fire Protection Group provides fire and ambulance service on site. If a phone other than NIST (975 exchange) is used, "911" should be used for emergency calls. The contractor shall state that he/she is located at NIST and give the details as described above. Contractors should become familiar with the NIST Gaithersburg Occupant Emergency Plan, issued September 2012.

2. **Safety Equipment:**

Personal Protective Equipment (PPE) such as head, eye, foot, respiratory, and ear protection shall be worn in identified areas. Hard hats, for example, shall be worn in mechanical rooms. Contractors and A/E firms to provide necessary PPE of the approved type to protect themselves against exposures encountered. NIST provided dosimeters (radiation exposure measurement) may be required to be worn when working in or around specific sections of Building 235 and Building 245.

Unique safety awareness training is mandatory for working in Buildings 235 and 245. Contractor shall plan on 2 hours of training for each employee to complete this training.

3. **Investigation Equipment:**

Site investigations and field work may require the use of a stepladder and/or other investigative equipment (measuring tapes, flashlights, screwdrivers, etc.). Contractors and A/E firms shall provide their own stepladders and/or investigative equipment. The stepladders shall be Type I (industrial) or Type II (commercial).

4. **Mechanical/Electrical Rooms:**

Obtain authorization from the Contracting Officer's Representative (COR) prior to working in electrical and/or mechanical rooms. Lock rooms after use. For work in high-voltage rooms, a NIST high-voltage electrician must be present the entire time. Do not operate any valves, switches, or breakers without prior approval from the COR.

5. **Confined Space Entry:**

If a contractor or A/E must enter a confined space on the NIST site, they shall follow the applicable provisions of the OSHA Permit-Required Confined Space Regulation (29CFR1910.146). The contractor or A/E shall be responsible for implementing and documenting an entry permit system as necessary, giving full consideration to personnel training, atmospheric testing, ventilation, PPE, and emergency procedures and equipment. Should the contractor or A/E have questions regarding any confined space

to be entered on the NIST site, they are to contact the COR or the Plant Division's Safety Coordinator (x6999, Bldg. 428). Copies of the contractor entry permit system shall be submitted to the COR for approval in advance.

6. **Utility Outages, Road Blockages:**

Do not close or partially block any roads or cause utility outages (electrical, steam, chilled water, water, compressed air, gas, sewer, telephone, fire alarm, signal systems, etc.) without prior authorization from the COR. Provide a minimum of 14 days' written notice for all utility systems outages. All outages and road closures shall be on Saturdays unless noted otherwise within the specifications or statement of work.

Site Coordination Procedures:

All construction or investigation activities that require closure of sidewalks, roads, or other transportation ways, require the contractor to submit a request for closure 21 days in advance.

7. **Hazards:**

Storing, positioning, and use of equipment, tools, and materials, in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.

8. **Corridors:**

No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present unsafe or unhealthy conditions to the public or building occupants.

9. **Operating Equipment:**

Do not turn off, on, or adjust any NIST operating equipment without prior authorization from the COR. Work carefully around rotating equipment. Loosely fitting clothing (neck ties, dangling jewelry, etc.) shall not be worn when working near rotating equipment. Long hair shall be secured. Some equipment may start automatically. (Note: It may become necessary to implement appropriate lock-out, tag-out procedures to control hazardous energy sources to ensure that personnel do not activate equipment during investigation, servicing, or maintenance.) Provisions of NFPA 70E shall be followed when an arc flash hazard exists.

10. **Fire Protection:**

The Contractor or A/E shall comply with all applicable fire protection/prevention requirements of the National Fire Protection Association (NFPA) and the NIST Fire Protection Group. Should any operations capable of providing a source of ignition (for example welding, cutting, burning, or heating) be performed within or adjacent to NIST buildings/structures/equipment, a hot work permit must be obtained from the NIST Fire Protection Group (301-975-6190) prior to such work. Covering of room smoke, heat, or other NFPA 72 defined initiating devices or notification devices is only allowed with advance written approval from the COR.

11. **Internal Combustion Equipment:**

Such equipment will not be allowed within any building without prior written approval. Gasoline or diesel powered equipment (such as fork lifts, loaders, tractors, cutting saws, etc.) will not be authorized for use within any building in any circumstance.

12. **Asbestos:**

Some ductwork and piping may be insulated with asbestos containing materials (ACM). Contact the Plant Division Safety Coordinator (x6999) prior to disturbing suspected ACM. ACM may also be present in floor tile, bench tops, and/or plaster ceilings.

1) If more than three (3) ceiling tiles must be removed at one time in a single location, the Plant Division Safety Coordinator must be notified beforehand so she can review the task to be performed and ensure all safety requirements are adhered to. Contractors shall provide 7 calendar days' notice.

2) Whenever a ceiling tile of any kind is removed, it must be removed slowly and as level as possible. Workers need to check as soon as they can see on top of the tile if there is any debris laying on top, such as a piece of pipe insulation or other bldg materials in general. If there is debris, the worker should re-install the tile and notify his supervisor and COR so the proper measure can be taken to remove whatever debris is found.

3) All contractors at a minimum must wear the following Personnel Protective Equipment while working on/in/above the ceiling and/or removing ceiling tiles:

- * Safety glasses with side shields or goggles
- * Leather gloves or the Mechanics Red Gloves

4) It is strictly prohibited to perform any type of "aggressive activity" that could break the encapsulate seal or agitate the air above the hallway or concourse ceilings. Examples of "aggressive activity" include - dragging conduit or pipes over ceiling tiles; hammer drilling into the columns; removing numerous ceiling tiles at one time; striking

against pipes or pipe insulation; dropping items on top of ceiling tiles; and numerous workers above the ceiling at one time performing various tasks.

13. **Safety and Health Compliance:**

Contractors and A/E firms shall adhere to all applicable OSHA, NFPA, NEC and NIST safety and occupational health regulations while on site. Federal OSHA (Baltimore area office) has safety jurisdiction at federal facilities in the State of Maryland. The NIST local contact is the OFPM Safety Coordinator (Bldg. 428 301-975-6999).

All contractors are required to wear safety glasses. All contractors working at Buildings 235 and/or 245 are subject to a 2 hour radiation awareness training session.

If any chemicals, hazardous materials, equipment or materials are found in a lab or other contract space, the contractor shall notify the COR so arrangement can be made to have the items removed. Work shall not continue until the items have been cleared by others; Contractors are not to move any chemicals, materials or equipment in any lab.

Contractors are required to submit health and safety plans within 15 days of solicitation award. Health and safety plans are to be specific to the solicitation requirements.

All roof construction shall be in accordance with U.S. Army Corps USACE EM-385-1-1 *"Safety and Health Requirements Manual"* (current edition).

14. **Work Safety:**

The contractor shall take all necessary precautions to prevent injury to personnel, the public, building occupants, and damage to property of others. If unsafe work practices are observed, unsafe work may be stopped by the NIST OFPM Safety Officer and/or COR until corrections are made.

15. **Site Access and Working Hours:**

NIST is a Federal facility and access is controlled at all entrances to the campus. Only Government employees may grant access to non-Government employees.

Vehicles Access:

Automobiles: Contractor personnel arriving in cars on their first day must check in at the visitor center to receive a temporary badge prior to proceeding to the project site to obtain permanent badge. Hours of operation of the visitor center are 0600-1700. Once in possession of a valid NIST badge, workers may enter via the Main Gate or Gate "C" and proceed to the project site. Note that all automobiles are subject to a random inspection.

Trucks: All Trucks are to enter NIST via "C" Gate along Quince Orchard Rd. between 6:00 am and 3:30 pm daily, and at the main gate off of W. Diamond Ave. between 3:30 pm and 4:30 pm. No deliveries will be allowed after 4:30 pm. "Trucks" include such vehicles as pick-ups with storage compartments, delivery trucks, delivery vans, and tractor trailers. Trucks arriving through Gate C will be directed to the Building 301 Truck Inspection Station. At Building 301, trucks will be registered, inspected, and the drivers will be granted access. Any truck which exits the installation will have to be re-inspected upon re-entry at Building 301. A vehicle dashboard placard will be placed within the truck. Placards change daily.

NIST Truck Inspection Stations hours are:
6:00am -3:30pm at Building 301
3:30 pm – 4:30pm at "A" Gate – (Main gate)

Parking: Loading docks are for loading and unloading equipment and materials. Do not park at or near loading docks or the space between buildings. All Contractors vehicles and personal vehicles are to use the building parking lots or parking lots designated by the Contracting Officer for construction contractors.

Speeding: NIST speed limit is posted on the campus. If a speeding ticket is issued, the offender may be required to appear in Federal Court.

Responsibility: When deliveries are made, the Contractor is responsible providing information and directions to the driver to proceed to the work area and for unloading. NIST will not be responsible for delivering contractor materials to the project site or for unloading materials.

Hours of Operation: NIST opens at 6:00 am (sharp) until 6:00 pm for Contractors who do not have 24-hour access privileges.

Normal work hours defined in the contract are 7:30 AM to 5:30 PM.

All work over 80 dBA measured at 15 feet shall occur after normal work hours. Contractor shall have a meter on hand to measure dBA.

Painting Hours: All painting shall be per the SOW and/or specifications. If not stated, all painting shall be done from 5:30 PM to 11:00 PM Monday to Friday. Painting on weekends from 6 AM to 4 PM shall be scheduled through the COR, with at least seven days' notice.

16. **Excavation and Trenching Activities:**

Excavation and trenching activities are not permitted without prior written authorization from the COR. Contractor is responsible for locating and identifying all utilities via contract personnel with utility locating devices. Contractor shall turn over a utility marking report plotted on the appropriate construction drawings to the COR within 7 days.

17. **Environmental Management:**

NIST will conduct its operations in an environmentally sound manner. NIST's Environmental Management System (EMS) has been established based on the requirements of the International Organization of Standards (ISO14001). All firms contracted by NIST shall review and be familiar with the NIST Environmental Policy and significant aspects of the NIST EMS, which may be accessed at http://www.nist.gov/public_affairs/envpolicy.cfm

All contractors who provide products and services to NIST shall comply with all applicable environmental regulations, conduct their work using environmentally sound practices, and assess options that will result in the least environmental impacts. The Maryland Department of Environment (MDE) will inspect and enforce sediment control and storm water management regulations and practices for projects at NIST.

18. **Scrap Building Materials Disposal**

In order to reduce disposal volumes of clean scrap wood based building materials taken to landfill dump, segregate such materials and dispose of the materials and dispose of the materials using one or a combination of the following methods.:

Arrange for recycling of materials or provide to companies that receive wood for disposal in biomass to energy facilities.

It is NIST Policy to recycle construction demolition materials and debris to the greatest extent practicable. All NIST contractors shall strive to meet the goal of recycling 50% of construction demolition materials and debris as specified in Executive Order 13514.

Contractor shall store recyclable waste in separate clearly marked containers. Recyclable items include, wood, glass, aluminum, steel, gypsum, paper, cardboard, and plastics.

19. **Electrical Safety:**

All contractors shall comply with current edition of NFPA 70E "Standard for Electrical Safety in the Workplace." If the Contractor selects to work on energized equipment, Contractor shall have a documented permit system for working on energized electrical equipment.

20. **Daily Reports**

Contractor shall provide to COR a daily report of all major activities, personnel on site (includes all subcontractors), major deliveries, and major tools and equipment on site.

Contractor shall inform the COR in writing ten days in advance when painting, new carpet installation, glue applications, using a cleaning solvent, large amount of grinding or core drilling is planned.

21. **Adverse Weather**

To request an adverse weather time extension, the weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month. The Request must be made no more than 30 days after the event.

The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) at Ronald Reagan Airport and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
8	6	8	6	8	7	7	6	6	6	6	7

For roofing projects, contractors will be permitted to work on Saturdays (if the contractor elects to do so) providing they provide the COR four days' notice. Rain on Saturdays and Sundays are not factored into adverse weather delays for any contract, unless that contract explicitly required all work to be completed on Saturdays and/or Sundays.

22. **Grass within Contractor Area**

Grass within the contractor's area of control (i.e. – lay down area, construction site, etc.) shall be maintained to a height of no more than 18 inches.

23. **Building 101 Restricted Activities**

For two days (total of four (4)) in the months of October and April the contractor will be prevented from completing any work in the courtyards, streets, sidewalks in and around Building 101. In addition, service/construction or other related activities will be prevented from occurring. COR will provide the contractor two days' notice of the implementation of this restriction.

24. **Exterior Construction Sites and Storage**

Exterior construction sites and storage areas shall have woven galvanized steel fabric fencing with steel posts installed during the construction period. Fencing shall surround the entire construction site the contractor is working within. Fencing shall be at a minimum 5 feet tall with a maximum height of 6 ft tall. Fencing sections shall be bound together with mechanical fasteners. Posts shall be suitable for setting in concrete footings, driving into ground, anchoring with base plates, or inserting in precast concrete blocks. Provide a minimum of 3 ft spacing around fire hydrants and/or hose connections. Provide a minimum 20 foot gate for emergency vehicle access.

25. **Restoration of Exterior Construction Site**

The contractor shall restore the entire construction site(s) at the completion of all contract work. This shall include removing all debris and stones of 2 inches or from the subsoil to a depth of 8 inches regardless of the condition the site was turned over to the contractor. Seeding shall be completed by the contractor once all debris and noted stones are removed from the topsoil.

26. **Tours of Construction Site**

Any tours or presentations related to a contract by the contractor shall be submitted at a minimum of 30 days in advance to the COR. The contractor shall provide the following the information for review:

- a) Purpose of the Tour/Presentation
- b) Time of tour/presentation
- c) Number of attendees
- d) Names of each attendee
- e) Name of each attendee's employer

- f) Address of each attendee's employer
- g) Indicate if US Citizen, US Permanent Resident Alien, or foreign national

27. **Ground Penetrating Radar in Existing Structures**

Prior to core boring, drilling, or otherwise penetrating existing floors or walls within facilities the contractor shall clear the area with ground penetrating radar. COR shall observe the test report and/or the identification prior to penetrating the floor, wall, or proposed penetration location.

28. **As-Builts and/or Red Line Drawings**

Contract specified as-builts and/or red line drawings shall be provided in the following form:

- hard copies on Arch D (24"x36") format, electronic copies on CD disk (adobe PDF, AutoCAD).

29. **Operation and Maintenance Equipment Manuals**

Contract operation and maintenance equipment manuals must be provided in the following form:

- hard copies in bound or spiral binders. Any drawings supplied in the binders shall not be larger than 11" x 17" and shall be folded to fit inside the binders.
- electronic copies on CD disk (adobe PDF).

30. **Roof Access**

Roof access permits must be obtained in order to access any roof on a NIST campus, for work or investigation purposes. Request roof access permits from the COR or the construction representative five (5) days before roof access is required.

- Requires Fall Protection training documentation.
- May require the completion of a Health and Safety Plan if work is to be performed on the roof.

31. **Security Badges**

United States Department of Commerce Office of Security issues badges for contractor access to NIST.

All foreign nationals shall comply with United States Department of Commerce DAO 2017-12 - http://www.osec.doc.gov/opog/dmp/daos/dao207_12.html

For US Citizens and Resident Aliens, the following badging applies

(Yellow) Limited Access PCards are issued for construction/service areas that meet the following criteria –

- Purely exterior construction with no requirement to enter Department of Commerce/NIST facilities
- Locations where work areas are partitioned and/or fully separated from occupied areas, with isolated entrances and exits for construction/maintenance contractors.
- **COMPLETE** Limited Access PCard badge application are approved/disapproved within 7 calendar days of submission to COR.

Site Card/ Personal Identification (PIV) Card for those contract site that do not qualify for a (Yellow) Limited Access PCard

- Site Cards will be issued to contract employees who will be on site for less than 30 days.
- PIV Cards will be issued to contract employees who are expected to be on site for more than 30 days
- A Site Card/PIV Card processing is broken into three distinctive time periods once the **COMPLETE** badge application is submitted to the COR
 - Badge application is entered/processed into the “system” within 7 days of submission
 - Contract employee is invited/emailed to complete the on-line application <https://www.opm.gov/investigations/e-qip-application/>
 - Once the contract employee completes e-QIP the badge application is approved/disapproved within 14 calendar days

(White – Paper) Visitor Card are issued to contractor employees who

- Visiting NIST to complete aspects of the badging process to include badge issuance
- Delivery drivers (material, equipment, etc.)
- Concrete trucks

End of Guidelines